

PURCHASE ORDER

Baltimore City Public Schools

200 E. North Avenue
Baltimore, MD 21202

P.O. Number: 430355

Revision: 0

P.O. Date: 9 Jun 2010

VENDOR

WARREN-EHRET CO OF MD INC
610 W WEST ST
BALTIMORE, MD 21230
USA

TERMS: Net30

F.O.B.: Destination

SHIP TO

FACILITIES DESIGN AND CONSTRUCTION
200 E NORTH AVENUE
407A
BALTIMORE, MD 21202
USA

BILL TO

Baltimore City Public Schools
Accounting Office
200 E. North Ave - Room 403
Baltimore, MD 21202
USA

***** HEADER COMMENTS START *****

Provide Roof Replacement Services at at Harlem Park Middle/High School # 35/78. Per Contract BCS-10060.
Approved by the Board of School Commissioners on April 27, 2010. Work under the field supervision of Donald Peart, 443-271-5691.

***** HEADER COMMENTS END *****

Line	Quantity	UOM	Item No.	Description	Unit Price	Extended Price
1	58,817.40	USD		[Deliver To: Josephine Schneider (410-545-0150)] Roof Replacement at Harlem Park M/H School # 35/78 Desired date of service: Any day M-F between 8am-5pm EST (excluding holidays)	\$1.00	\$58,817.40
2	1,900.792	USD		[Deliver To: Josephine Schneider (410-545-0150)] Roof Replacement at Harlem Park E/M School # 35/78 Desired date of service: Any day M-F between 8am-5pm EST (excluding holidays)	\$1.00	\$1,900.792.60
Total:						\$1,959,610.00

Direct Questions to Buyer: Jeff Parker

Phone: 410-396-8757

Email: JParker@bcps.k12.md.us

- City Schools Standard Terms and Conditions are attached
- Reference the City Schools Purchase Order Number on your invoice
- Submit invoices in duplicate to the BILL TO address

Invoice amount in excess of Total PO amount will not be paid without prior written authorization.

Director, Materials and Procurement

MD Sales and Use Tax: 30002539 | Federal Identification Number: 52-2064235

Terms and Conditions

1. **ACCEPTANCE:** This purchase order constitutes Baltimore City Schools' (BCS) offer to Vendor and is subject to withdrawal at any time prior to Vendor's communication of acceptance to BCS. Shipment of goods or commencement of services creates the Vendor's acceptance of the line item price(s) shown on this purchase order as final payment and the terms set forth on this purchase order in their entirety. Any additional terms proposed by Vendor shall not become a part of this agreement unless accepted in writing by BCS.
2. **INVOICES:** For each separate delivery, Vendor shall render a separate invoice in duplicate. Each invoice shall identify this purchase order number, the line item number and the item or services description shall be listed in the same order as on this purchase order. BCS shall pay only the prices herein for goods shipped or services commenced in accordance with Section 1 above. Cartage, package or boxing charges will not be paid unless specifically so stated in this purchase order. **INCORRECT INVOICES** will be returned for correction or paid in accordance with the purchase order. **LATE INVOICES:** If invoices are submitted later than one calendar year after the services have been rendered or the goods have been delivered, then the Board shall have no obligation to pay for the stale invoices.
3. **DELIVERY ITEMS:** The Vendor shall be liable for the full replacement value of any delivery item lost or damaged. The price herein set forth shall be the price payable for delivery of the Goods to the location specified on this purchase order. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices -- between 8:30 a.m. and 3:30 p.m. and to schools -- between 9:00 a.m. and 2:30 p.m. Drivers must be bonded, have a clean driving record, and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments and including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a BCS worksite.
4. **ACCEPTANCE/WARRANTIES:** Payment shall be based upon acceptance of goods or services by BCS. Vendor expressly warrants that: (a) The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b) The Vendor hereby provides a warranty of authorization as to all goods and services. (c) The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with WHMIS legislation and maintain a written Hazard Communication Plan. (d) Vendor, its employees, agents, volunteers, and contractors who may have contact with students must be in compliance with Title 5, Subtitle 3, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
5. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the BCS. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and BCS for the mutual disclosure of such records by and among the Vendor, BCS and BCS's employees, agents, volunteers and contractors.
6. **INDEMNIFICATION:** The Consultant shall indemnify, defend, and hold harmless the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.
7. **INSURANCE:** Vendor shall procure and keep in force the following required insurance coverage: Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law. Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed professional such as those provided by the Consultant. The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insured as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in connection with this Agreement. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought. The Consultant's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Consultant's insurance or benefit the Consultant in any way. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation. Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surplus the equivalent of Best's surplus size VII and must be licensed/approved to do business in the State of Maryland. The Consultant shall furnish the City and the Board's Director of Materials, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and the Board reserve the right to require complete copies of Insurance policies at any time. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Consultant under any provision of this Agreement.
8. **NON-ASSIGNABILITY:** This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of the BCS. Any attempt to do so without such written consent shall be null and void of no effect.
9. **TERMINATION:** In the event of a default by either party, this Contract may be terminated with 30 days prior written notice. In addition, BCS may terminate this Contract at any time, without cause, with 15 days prior written notice.
10. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
11. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the BCS and made available by the Vendor to the BCS and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of two (2) years after final payment or such longer period of time as required by law or rule or regulations.
12. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
13. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at BCS sites and all material furnished by BCS ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the BCS as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
14. **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Emblem of The Baltimore City Public School System in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange), without the prior written consent of BCS, which consent will not be unreasonably withheld. Purchase by the BCS of any articles, material, merchandise, or service does not imply that the BCS has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the BCS in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the BCS is prohibited by the United States Criminal Code - Section 706.
15. **GOVERNING LAW:** This Agreement shall be construed by and governed under the laws of the State of Maryland and at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender.

BALTIMORE CITY PUBLIC SCHOOLS

Stephanie Rawlings-Blake
Mayor, City of Baltimore

Neil E. Duke, Esq.
Chair, Baltimore City Board of
School Commissioners

Andrés A. Alonso, Ed.D.
Chief Executive Officer

June 22, 2010

Mr. Bradford Koch
Warren-Ehret Company of MD, Inc.
610 W. West Street
Baltimore, MD 21230

Re: Notice to Proceed BCS-10060-Provide roof replacement services at Harlem Park Elementary/Middle School #35/78

Dear Mr. Koch:

On April 27, 2010, the Baltimore City Public School (City Schools) approved a contract award to Warren-Ehret Company of MD, Inc. in response to BCS-10060.

The contract approved by City Schools is for \$1,959,580.00. This letter authorizes Warren-Ehret Company of MD, Inc. to proceed with the constructions services required by City Schools. All work is to be completed with 180 calendar days from the issuance of this Notice to Proceed letter.

The City Schools Project Manager for the contract is Mr. Larry Flynn who will act as the City Schools' field representative, coordinate service activities, and schedule meetings. He can be reached at 410-396-8676. Please forward submittals and invoices for this project to him for review and approval.

If you have any questions regarding post-award documents, please contact Mr. Mike Krupnik at 410-396-8826.

Sincerely,



Jeff Parker
Director of Materials Management

C: Mr. Larry Flynn
Mr. Lemmel Mosley
Mr. Mike Krupnik





STATE OF MARYLAND

**DEPARTMENT OF LABOR, LICENSING AND REGULATION
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2365**

February 23, 2010

REQUEST FOR ADVERTISEMENT AND NOTICE TO PROCEED

Stephen Broache, Senior Architect
Facilities Design and Construction
200 E. North Ave.
Baltimore, MD 21202

**RE: Thurgood Marshall Building 170: Fire Alarm System Repl;
Project No 30.264.09SR**

Enclosed please find the Prevailing Wage Determination and Instructions for Contractors for the project referenced above.

Upon advertisement for bid or proposal of this project, you are requested to submit to this office the date and name of publication in which such advertisement appeared.

Once awarded, you are further directed to submit to this office, the NOTICE TO PROCEED for the project, complete with the date of notice, the name of the general contractor, and the dollar amount of the project. In addition, we ask that a representative of the prevailing wage Unit be invited to attend the Pre-Construction Conference.

Any questions concerning this matter may be referred to PrevailingWage@dllr.state.md.us

Sincerely,

Enclosures
Wage Determination
Instruction for the Contractor

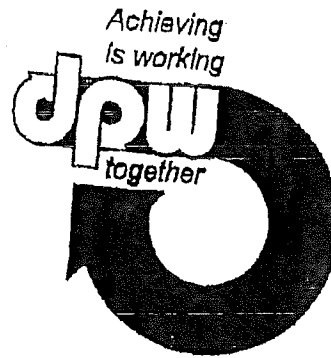
C. Edward Poarch, II
Supervisor
Prevailing Wage Unit

DEPARTMENT OF PUBLIC WORKS

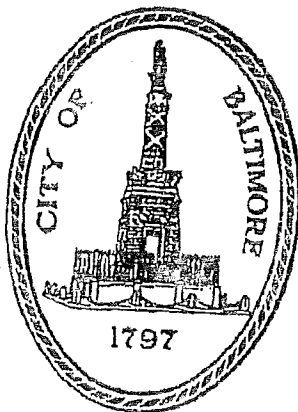
GEORGE L. WINFIELD, DIRECTOR

FACSIMILE TRANSMISSION

TO: Mike Klumick
FROM: Michael Higgins



SUBJECT AND COMMENTS



CITY OF BALTIMORE

SHEILA DIXON, MAYOR

NUMBER OF PAGES TO
FOLLOW THIS COVER SHEET

PROBLEMS WITH TRANSMISSION?

THE NUMBER TO CALL _____
CONTACT PERSON _____
OUR FAX NUMBER _____
DATE/TIME _____



AIA Document A101™ - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-seventh day of April in the year Two Thousand Ten
(In words, indicate day, month and year.)

BETWEEN the Owner
(Name, legal status, address and other information)

The Board of School Commissioners for Baltimore City Public Schools (City Schools) and
the Mayor and City Council of Baltimore
200 E. North Avenue, Room 409
Baltimore, Maryland 21202
Telephone Number: (410) 396-8722
Fax Number: (410) 396-8614

Project Manager:
Mr. Donald A. Pearl, Facilities Construction Project Manager
Baltimore City Public School System
Department of Facilities
Facilities Planning, Design and School Construction
200 E. North Avenue, Room 407-A
Baltimore, Maryland 21218
Telephone Number: (443) 984-3440
Fax Number: (410) 539-2416
Mobile Number: (443) 274-5691
Dpearl@bcps.k12.md.us
and the Contractor
(Name, legal status, address and other information)

Warren Ehret Company of Maryland, Inc.
610 W. West Street
Baltimore, Maryland 21230
Telephone Number: (410) 752-4922
Fax Number: (410) 332-4510

for the following Project:
(Name, location and detailed description)

BCS-10060-PSC No. 30/277.09SR, Roof Replacement at Harlem Park Middle School #
35
1500 Harlem Avenue
Baltimore, Maryland 21217

The Work requires removal of existing roofing systems and replacement with new roofing
which consists of removal and replacement of low slope roofing as follows:
Remove existing roofing down to existing roof decks. Install vent sheets where required.
Install thermal and perlite insulation, and modified bitumen roofing.
Other items of Work include installation of drainage crickets, doors and frames, raising
mechanical equipment and new metal copings.
The Work also requires, - provide without additional compensation, any apparatus,
material and labor not specifically mentioned in Specifications or indicated on Drawings

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

200 JUN -11 A 11:55
RECEIVED
OFFICE OF CDO

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:40:48 on 05/27/2010 under Order No.4815497262_1 which expires on 09/29/2010, and is not for resale.
User Notes:

(1432511595)

that is necessary to complete or perfect any portion of Work in a substantial manner and in compliance with requirements implied or intended in these Contract Documents. This includes materials, devices or methods peculiar to the apparatus or system provided..

The Architect:

(Name, legal status, address and other information)

Gannett Fleming, Inc., Professional Corporation
Rutherford Plaza, Suite 300
7133 Rutherford Road
Baltimore, Maryland 21244
Telephone Number: (410) 348-2017
Fax Number: (410) 298-3940

The Owner and Contractor agree as follows.

Int.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:40:48 on 05/27/2010 under Order No.4815497262_1 which expires on 09/29/2010, and is not for resale.
User Notes:

(1432511595)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (180) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

N/A

Init.

Portion of Work
N/A

Substantial Completion Date
N/A

subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Materials Management Department Director reserves the right to charge the Contractor \$500.00 per calendar day for materials and or equipment for every day materials and or services is not delivered in accordance with the delivery schedule. The per day charge may be invoked at the sole discretion of the Materials Management Director, said sum to be taken as liquidated damages and not as a penalty.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Fifty-nine Thousand Five Hundred Eighty Dollars and Zero Cents (\$1,959,580.00), subject to additions and deductions and to be used at the Baltimore City Public Schools (City Schools) discretion as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A	N/A	N/A

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	N/A

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of the month following the pay period, the Owner shall make payment to the Contractor not later than Thirty (30) days from BCPS approval. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be processed with the following month's progress payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the

various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.3 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

A 10% retainage shall be withheld from all payments until the work has been completed and no other additional retainage shall be withheld thereafter. The 10% retainage shall be withheld from all payments until the work has been completed and there is final acceptance of the entire work under the contract by the Owner. In addition, the contractor shall execute the following documents before retainage shall be released:

1. Contractors' Affidavit of Release of Liens, AIA Document G706A
2. Release of Waiver of Liens for all subcontractors and suppliers
3. Consent of Surety to Final Payment, AIA Document G707
4. Contractors' Affidavit of Payment of Debts and Claims, AIA Documents G706
5. Warranties
6. Final MBE Participation
7. As-built drawings as required per the contract documents
8. Operation and Maintenance Manuals as required by the contract documents
9. Training as required by the Contract documents
10. Before And After Progress Photographs

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2. of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

(Paragraph deleted)

§ 6.1

(Paragraphs deleted)

The Contract may be terminated by the Owner as provided in Article 14 of AIA Document A201-2007.

§ 6.2

(Paragraphs deleted)

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

(Paragraphs deleted)

ARTICLE 7 MISCELLANEOUS PROVISIONS

(Paragraph deleted)

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0.0% per annum

§ 7.3 The Owner's representative:

(Name, address and other information)

Mr. Donald A. Peart, Facilities Construction Project Manager
Baltimore City Public School System
Department of Facilities
Facilities Planning, Design and School Construction
200 E. North Avenue, Room 407-A
Baltimore, Maryland 21218
Telephone Number: (443) 984-3440
Fax Number: (410) 539-2416
Mobile Number: (443) 271-5691
Dpeart@bcps.k12.md.us

§ 7.4 The Contractor's representative:

(Name, address and other information)

Init.

W. Bradford Koch, Sr., President Telephone Number: (410) 752-4922
Fax Number: (410) 332-4510
Email Address: Sales@Warren-Ehret.com

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions

All Change Order Requests, whether made by the Contractor or its subcontractors, must be made to the Owner within sixty (60) days after the substantial completion date. A Contractor's failure to submit any and all Change Order Requests within sixty (60) days shall mean that a condition precedent was not met, and the Owner will not be responsible for payment on such Change Orders.

Final negotiated price on any and all Change Order Requests shall be agreed to between the Contractor and the Owner within ninety (90) days of the substantial completion date. Any and all Change Order Requests that have not resulted in a final negotiated price should be considered as a matter of the Claims and Dispute provisions of the General Conditions.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph deleted)

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 8.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 8.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 8.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Baltimore City Public Schools (City Schools) Materials Management Department Invitation for Bids	BCS-10060, PSC No. 30.277.09SR, Roof Replacement at Harlem Park Middle School # 35	March 8, 2010	

§ 8.1.4 The Specifications

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Division 1	General Requirements	March 8, 2010	
Division 2	Site Work	March 8, 2010	
Division 4	Masonry	March 8, 2010	
Division 5	Metals	March 8, 2010	
Division 6	Wood and Plastics	March 8, 2010	
Division 7	Thermal and Moisture Protection	March 8, 2010	
Division 8	Doors and Windows	March 8, 2010	
Division 9	Finishes	March 8, 2010	
Division 15	Mechanical	March 8, 2010	
Division 16	Electrical	March 8, 2010	

§ 8.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
T-1	Title Sheet	3/8/10
A-1	Roof Plan 1	3/8/10
A-2	Roof Plan 2	3/8/10
A-3	Roof Plan 3	3/8/10
A-4	Details	3/8/10
A-5	Details	3/8/10

§ 8.1.6 The Addenda, if any:

Number	Date	Pages
1	4/8/10	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A

2. Other documents, if any, listed below:

~~(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)~~

Warren-Ehrlich Co. of MD., Inc., Bid Form dated April 15, 2010

ARTICLE 9 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)


Type of insurance or bond	Limit of liability or bond amount
As required by the Contract documents	One Million Nine Hundred Fifty-nine Thousand Five Hundred Eighty Dollars and Zero Cents (\$1,959,580.00)

Init.

This Agreement entered into as of the day and year first written above.

The Board of School Commissioners for
Baltimore City Public Schools (City Schools)

WARREN - EHRET COMPANY
610 W. WEST STREET
BALTIMORE, MD. 21230


OWNER (Signature)

Andres A. Alonso, Ed.D.
Chief Executive Officer
(Printed name and title)


CONTRACTOR (Signature)

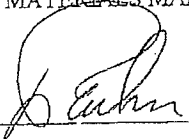
W. Bradford Koch, Sr., President

(Printed name and title)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY THIS 11th DAY
OF June 2010.


Office of Legal Counsel
Baltimore City Public Schools (City Schools)

APPROVAL OF THE DIRECTOR
OF MATERIALS MANAGEMENT



(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraph deleted)(Table deleted)(Paragraphs deleted)(Table
deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

Init.

Additions and Deletions Report for AIA® Document A101™ - 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:40:48 on 05/27/2010.

PAGE 1

AGREEMENT made as of the day of Twenty-seventh day of April in the year Two Thousand Ten

(Name, legal status, address and other information)

The Board of School Commissioners for Baltimore City Public Schools (City Schools) and the Mayor and City Council of Baltimore
200 E. North Avenue, Room 409
Baltimore, Maryland 21202
Telephone Number: (410) 396-8722
Fax Number: (410) 396-8614

Project Manager
Mr. Donald A. Peart, Facilities Construction Project Manager
Baltimore City Public School System
Department of Facilities
Facilities Planning, Design and School Construction
200 E. North Avenue, Room 407-A
Baltimore, Maryland 21218
Telephone Number: (443) 984-3440
Fax Number: (410) 539-2416
Mobile Number: (443) 271-5691
Dpeart@bcps.k12.md.us
and the Contractor:

Warren-Ehret Company of Maryland, Inc.
610 W. West Street
Baltimore, Maryland 21230
Telephone Number: (410) 752-4222
Fax Number: (410) 332-4510

BCS-10060, ESC No. 30.277.09SR, Roof Replacement at Harlem Park Middle School # 35
11500 Harlem Avenue
Baltimore, Maryland 21217

The Work requires removal of existing roofing systems and replacement with new roofing which consists of removal and replacement of low slope roofing as follows:

Additions and Deletions Report for AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:40:48 on 05/27/2010 under Order No. 4815497262_1 which expires on 09/29/2010, and is not for resale.
User Notes:

(1432511595)

Remove existing roofing down to existing roof decks. Install vent sheets where required. Install thermal and perlite insulation, and modified bitumen roofing.

Other items of Work include installation of drainage crickets, doors and frames, raising mechanical equipment and new metal copings.

The Work also requires, - provide without additional compensation, any apparatus, material and labor not specifically mentioned in Specifications or indicated on Drawings that is necessary to complete or perfect any portion of Work in a substantial manner and in compliance with requirements implied or intended in these Contract Documents. This includes materials, devices or methods peculiar to the apparatus or system provided.

The Architect:

PAGE 2

Gannett Fleming, Inc., Professional Corporation

Rutherford Plaza, Suite 300

7133 Rutherford Road

Baltimore, Maryland 21244

Telephone Number: (410) 948-2017

Fax Number: (410) 298-3940

PAGE 3

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.8.

The commencement date will be fixed in a notice to proceed.

N/A

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~()~~ (180) days from the date of commencement, or as follows:

N/A

PAGE 4

N/A

N/A

The Materials Management Department Director reserves the right to charge the Contractor \$500.00 per calendar day for materials and or equipment for every day materials and or services is not delivered in accordance with the delivery schedule. The per day charge maybe invoked at the sole discretion of the Materials Management Director, said sum to be taken as liquidated damages and not as a penalty.

...
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions One Million Nine Hundred Fifty-nine Thousand Five Hundred Eighty Dollars and Zero Cents (\$1,959,580.00), subject to additions and deductions and to be used at the Baltimore City Public Schools (City Schools) discretion as provided in the Contract Documents.

N/A

N/A

N/A

N/A

N/A

N/A

§ 5.1.3. Provided that an Application for Payment is received by the Architect not later than the day of a month, fifth day of the month following the pay period, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month, Thirty (30) days from BCPS approval. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment processed with the following month's progress payment.

PAGE 5

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9-7.3.3 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);

All 10% retainage shall be withheld from all payments until the work has been completed, and no other additional retainage shall be withheld thereafter. The 10% retainage shall be withheld from all payments until the work has been completed and there is final acceptance of the entire work under the contract by the Owner. In addition, the contractor shall execute the following documents before retainage shall be released.

1. Contractors' Affidavit of Release of Liens, AIA Document G706A
2. Release of Waiver of Liens for all subcontractors and suppliers
3. Consent of Surety to Final Payment, AIA Document G707
4. Contractors' Affidavit of Payment of Debts and Claims, AIA Documents G706
5. Warranties
7. Final MBE Participation
8. As-built drawings as required per the contract documents
9. Operation and Maintenance Manuals as required by the contract documents

10. Training as required by the Contract documents

11. Before And After Progress Photographs

PAGE 6

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section ~~12.2.2-12.2~~ of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and

ARTICLE 6 TERMINATION OR SUSPENSION

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

The Contract may be terminated by the Owner as provided in Article 14 of AIA Document A201-2007.

§ 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

ARTICLE 7 MISCELLANEOUS PROVISIONS

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007. Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0.0 % per annum

§ 7.3 The Owner's representative:

(Name, address and other information)

Mr. Donald A. Peart, Facilities Construction Project Manager
Baltimore City Public School System
Department of Facilities
Facilities Planning, Design and School Construction
200 E North Avenue, Room 407-A
Baltimore, Maryland 21218
Telephone Number: (443) 984-3440
Fax Number: (410) 539-2416
Mobile Number: (443) 271-5691
Dpeart@bcps.k12.md.us

§ 7.4 The Contractor's representative:
(Name, address and other information)

W. Bradford Koch, Sr., President Telephone Number: (410) 752-4922
Fax Number: (410) 332-4510
Email Address: Sales@Warren-Ehret.com

§ 7.5 Neither the Owner nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

All Change Order Requests, whether made by the Contractor or its subcontractors, must be made to the Owner within sixty (60) days after the substantial completion date. A Contractor's failure to submit any and all Change Order Requests within sixty (60) days shall mean that a condition precedent was not met and the Owner will not be responsible for payment on such Change Orders.

Final negotiated price on any and all Change Order Requests shall be agreed to between the Contractor and the Owner within ninety (90) days of the substantial completion date. Any and all Change Order Requests that have not resulted in a final negotiated price should be considered as a matter of the Claims and Dispute provisions of the General Conditions.

ARTICLE 8 - ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 8 - MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 8.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 8.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 8.1.3 The Supplementary and other Conditions of the Contract:

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Baltimore City Public</u>	<u>BCS-10060, PSC No.</u>	<u>March 8, 2010</u>	
<u>Schools (City Schools)</u>	<u>30.277.09SR, Roof</u>		
<u>Materials Management</u>	<u>Replacement at Harlem</u>		
<u>Department Invitation</u>	<u>Park Middle School # 35</u>		
<u>for Bids</u>			

§ 8.1.4 The Specifications:

Additions and Deletions Report for AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:40:48 on 05/27/2010 under Order No.4815497262_1 which expires on 09/29/2010, and is not for resale.
User Notes:

(1432511595)

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
Division 1	General Requirements	March 8, 2010	
Division 2	Site Work	March 8, 2010	
Division 4	Masonry	March 8, 2010	
Division 5	Metals	March 8, 2010	
Division 6	Wood and Plastics	March 8, 2010	
Division 7	Thermal and Moisture Protection	March 8, 2010	
Division 8	Doors and Windows	March 8, 2010	
Division 9	Finishes	March 8, 2010	
Division 15	Mechanical	March 8, 2010	
Division 16	Electrical	March 8, 2010	

§8.15 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<u>Number</u>	<u>Title</u>	<u>Date</u>
T-1	Title Sheet	3/8/10
A-1	Roof Plan 1	3/8/10
A-2	Roof Plan 2	3/8/10
A-3	Roof Plan 3	3/8/10
A-4	Details	3/8/10
A-5	Details	3/8/10

§8.16 The Addenda (if any):

<u>Number</u>	<u>Date</u>	<u>Pages</u>
1	4/8/10	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§8.17 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™ - 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A

2. Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Warren-Ehret Co. of MD., Inc., Bid Form dated April 15, 2010

ARTICLE 9 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Additions and Deletions Report for AIA Document A101™ - 2007, Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:40:48 on 05/27/2010 under Order No.4815497262_1 which expires on 09/29/2010, and is not for resale.
 User Notes: (1432511595)

Type of insurance or bond
As required by the Contract documents

Limit of liability or bond amount
One Million Nine Hundred Fifty-nine Thousand Five
Hundred Eighty Dollars and Zero Cents (\$1,959,580.00)

This Agreement entered into as of the day and year first written above.

The Board of School Commissioners for
Baltimore City Public Schools (City Schools)

WARREN - EHRET COMPANY
610 W. WEST STREET
BALTIMORE, MD. 21230

OWNER (Signature)

Andres A. Alonso, Ed. D.
Chief Executive Officer

(Printed name and title)

CONTRACTOR (Signature)

W. Bradford Koch, Sr., President

(Printed name and title)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY THIS DAY
OF , 2010.

APPROVAL OF THE DIRECTOR
OF MATERIALS MANAGEMENT

Office of Legal Counsel

Baltimore City Public Schools (City Schools)

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

—%

§ 8.3 The Owner's representative:

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:40:48 on 05/27/2010 under Order No.4815497262_1 which expires on 09/29/2010, and is not for resale.
User Notes:

(1432511595)

(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 - ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below:

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1 AIA Document E201™ - 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201 - 2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 - INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201 - 2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201 - 2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)